



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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April 17, 2003

IN REPLY PLEASE

REFER TO FILE: **AS-0**
70114
Amendment1

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

HEATING, VENTILATION, AND AIR-CONDITIONING SYSTEM SUPERVISORIAL DISTRICT 5 3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve an amendment to Contract No. 70114 with Air Mechanical, Inc, located in Los Angeles, California, for heating, ventilation, and air-conditioning services at Public Works' Headquarters in Alhambra to extend the service for an additional year at the current contract rate.
2. Authorize the Director of Public Works to execute the amendment upon approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The contractor currently provides heating, ventilation, and air-conditioning (HVAC) services at Public Works' Headquarters in Alhambra. This contract was awarded in 1996 for a period of five years following the upgrade of the HVAC system and a one-year warranty. As we have sufficient remaining funds encumbered to cover a one-year extension of this contract, it is desirable to extend the service for an additional year to enable Public Works to draft significant, extensive revisions to the scope of work before resoliciting.

Implementation of Strategic Plan Goals

This action is consistent with the County's Strategic Plan Goal of Organizational Effectiveness. This contract will improve internal operations through the utilization of

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this contractor's expertise to effectively provide additional services in a timely and cost-effective manner.

FISCAL IMPACT/FINANCING

Funds in the sum of \$12,000 are available in Public Works' 2002-03 budget to cover the cost of the one-year contract extension and have already been encumbered for this contract. There will be no impact on net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon your Board's delegation of authority and approval as to form by County Counsel, the contractor and the Director will execute the amendment (Enclosure).

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The amendment will not result in the displacement of any County employees.

CONCLUSION

Please send one approved copy of this letter to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

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Enc.

cc: Chief Administrative Office
County Counsel

ENCLOSURE

SAMPLE AMENDMENT NO. 1 TO CONTRACT 70114

THIS AMENDMENT, made and entered into this _____ day of _____, 2003.

WHEREAS, Contract No. 70114 was entered into between the County of Los Angeles (County) and Air Mechanical, Inc., (Contractor), on June 18, 1996, for heating, ventilation, and air-conditioning services for the Department of Public Works Headquarters in Alhambra for a monthly price of \$953.40; and

WHEREAS, Public Works requires that these services be extended for an additional year at the current contract rate; and

WHEREAS, Contractor is willing to perform such additional services at the current contract rate, a total yearly amount of \$12,000.

WHEREAS, the Contractor has previously agreed to provide jury service benefits in accordance with the Contractor Employee Jury Service Ordinance;

NOW, THEREFORE, the parties agree to amend the Contract as follows:

1. The Contractor will provide heating, ventilation, and air-conditioning services at Public Works Headquarters for a total yearly amount of \$12,000;
2. This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service.
3. For purposes of the Jury Service Program, "Contractor" means a person, partnership, corporation, or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard and is approved as such by the County.

ENCLOSURE

4. If Contractor uses any subcontractor to perform services for the County under this Contract, the subcontractor shall also be subject to the provisions of the Jury Service Program. The provisions of these Jury Service Program provisions shall be inserted into any such subcontract agreement.
5. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during this Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Jury Service Program.
6. Contractor's violation of the Jury Service Program provisions of this Contract may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.
7. The Contractor shall have no claim against the County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration or other termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.
8. All other prices, terms, conditions, requirements, and specifications of the original Contract shall remain in effect and unchanged

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ENCLOSURE

IN WITNESS WHEREOF, the County has, by order of its Board of Supervisors, caused these presents to be subscribed by the Director of Public Works, and the Contractor has hereunto subscribed its name by and through its officers thereunto duly authorized, as of the day, month, and year hereinabove first written.

COUNTY OF LOS ANGELES

By _____
Director of Public Works

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

AIR MECHANICAL, INC.

By _____
Its President

By _____
Its Secretary

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